

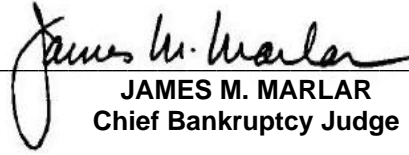


**TIFFANY & BOSCO**  
P.A.

Dated: June 16, 2010

**2525 EAST CAMELBACK ROAD  
SUITE 300**

**PHOENIX, ARIZONA 85016  
TELEPHONE: (602) 255-6000  
FACSIMILE: (602) 255-0192**

  
**JAMES M. MARLAR**  
Chief Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-10485

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 4:10-bk-08839-JMM

Bonita D. Weddle and Gary D. Weddle  
Debtors.

Chapter 7

ORDER

Wells Fargo Bank, N.A.  
Movant,

vs.

(Related to Docket #21)

Bonita D. Weddle and Gary D. Weddle, Debtors,  
Gayle E. Mills, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated March 18, 2004 and recorded in the office of the  
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Bonita D.  
4 Weddle and Gary D. Weddle have an interest in, further described as:

5 Lot 22, ARISSONA AT ROCKAWAY VALLEY, according to Book 361 of Maps, page 24,  
6 records of Maricopa County;

7 EXCEPT 1/16th of all oil, gas and other Hydrocarbon substances, helium or other substances of a  
8 gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and

9 EXCEPT all uranium, thorium or any other material which is or may be determined to be  
10 peculiarly essential to the production of fissionable materials whether or not of commercial value,  
11 as set forth in Section 37-231, Arizona Revised Statutes.

12 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
15 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
16 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
18 to which the Debtor may convert.  
19  
20  
21  
22  
23  
24  
25  
26